

Amendment under 37 C.F.R. § 1.111
Serial No. 09/987,016
Attorney Docket No. 011417

REMARKS

Claims 1-20 are pending in this application. Claims 1, 3-5 and 7-17 have been amended herein. Support for the amendments is found at page 4, lines 16-27 and page 12, lines 19-26, as well as generally though out the specification.

Applicants' Response to the Rejections under 35 U.S.C. §103

Claims 1-11 and 14-20 stand rejected under 35 U.S.C. §103(a) as being unpatentable over *Britt, Jr. et al.* (USP 6,230,319) in view of *Han* (USP 6,388,763). In response thereto applicants have amended claims 1, 3-5 and 7-17 in order to more distinctly claim the subject matter regarded as the invention. Specifically, applicants have amended claims 1, 3, 4, and 5 by changing “storage means” to - -memory- - and claims 7 to 17 by changing “storage means for storing” to - - memory that stores --, “communication means for receiving” to - - communication unit that receives --, and “processing means for processing” to - - processor that processes --.

A *prima facie* case of obviousness under §103 requires that each and every limitation of the claimed invention be set forth in the cited prior art. In this regard, applicants respectfully submit that *Brett, Jr. et al.* does not set forth the limitation of independent claims 1, 7 and 14 which require judging a guarantee range of the installed blocks. This limitation, interpreted in light of the specification is not stated in the *Britt, Jr. et al.* disclosure at Col. 12, lines 18-20.

The Office Action relies on *Britt, Jr. et al.* for its disclosure of a process for restarting writing to remote memory from a last sent block of data rather than from start. The number of

data blocks is noted in a field and upon restart a check sum is performed. See Col. 12, lines 20-35. *Han* is relied on only for its disclosure of a printer memory-recovery operation generally.

The Office Action maintains that one skilled in the art would find it obvious to apply the recovery from power loss method described in *Britt, Jr. et al.* to a recovery operation for a printer. Specifically, the Office Action details the elements of the claims and cites the supposed corresponding disclosure in *Britt, Jr. et al.* Col. 12, lines 18-20, “A field NUM_BLOCKS is provided in flash memory to indicate the number of blocks written into flash memory so far” is cited numerous times. See Office Action, pages 3, 5, 7 & 9. The Office Action cites to this disclosure as encompassing the element of amended claim 1 wherein:

. . . judging a guarantee range of the installed blocks using the data
stored in said ~~storage~~—means memory when resuming said
installation after an interruption of said installation. . .

Applicants respectfully submit that this element of the claims requires more extensive action than “a field ... in flash memory to indicate the number of blocks written.” Applicants specifically note the language in the specification at page 20, lines 11-23. This indicates that judging a guarantee range includes determining to what extent the data are correctly stored in the installation area.

Although *Britt, Jr. et al.* does disclose a sum check, this is a completely different check sum from that claimed by applicants. The check sum according to the present invention is one for checking that the received data have been stored accurately **for each transfer block** (refer to

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page 18, lines 14-24). In contrast, Britt's check sum is one for checking **the number of blocks** already written (refer to column 12, lines 27-31). Thus, the check sum taught by Britt is completely different from the sum check according to the present invention, and is not a portion of the "judging a guarantee range" according to the present invention.

In the present invention, it is checked, by the check sum, whether the information of each block has been accurately stored, and the number of block's that the information has been stored accurately is determined by repeating the above procedure with respect to each block. This is termed as "judging a guarantee range" according to the present invention. Hence, there are additional steps.

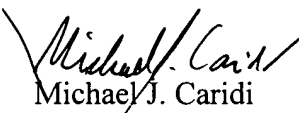
In view of the aforementioned amendments and accompanying remarks, Applicants submit that that the claims, as herein amended, are in condition for allowance. Applicants request such action at an early date.

If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney to arrange for an interview to expedite the disposition of this case.

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If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,
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